

Supply of Goods (QBuild)



QBuild region
..... Queensland

Date issued:..... **Contact Name:**.....
Telephone:..... **Reference No:**.....
Facsimile:..... **Email:**.....

Invitation to submit offers

You are invited to submit an offer for the Goods described below, in accordance with the attached Conditions of Offer and Conditions of Contract "Supply of Goods (QBuild)".

Offers close at:.....(for hardcopy offers) or.....
(for electronic offers) or:..... for facsimile **on (date)**/...../..... **at (time)**.....

Note: For hardcopy offers please ensure that your offer is in a sealed envelope marked with the Reference No. and addressed to the appropriate tender box as specified above.

Description of Goods to be supplied:

Location:

Delivery instructions:

Site contact:

Telephone:

Attachments: **No. of pages:**

Date Goods to be collected/...../..... **OR** **Date Goods to be delivered**/...../.....

Date issued:.....Contact name:.....
 Telephone:.....Reference No:.....
 Facsimile:..... Email:.....
 Description of Goods to be supplied:.....
 Location:.....

Offer to: The State of Queensland through QBuild, a business unit of the Department of Public Works (the Principal)

I/We (the Offerer)
 (Full Name in BLOCK LETTERS of Individuals, Partners trading in a partnership or Company)

Address:
State: **Postcode:**
Telephone: **Mobile:** **Facsimile:**
ACN: (if a Company) **ABN:**

hereby offer to supply the Goods as described for the amount (inclusive of GST) of
 **(words only)**

Tender sum (exclusive of GST) \$ **GST \$** **Total tender sum \$**
 (Please note the amount in words takes precedence)

This offer includes for the following addenda (Please list all addenda e.g. 1, 2, 3 – not three or 3)

I/We have the following insurances: (if the offerer is required to deliver Goods to site, please complete or update with current information)
 Insurance of employees (WorkCover) or equivalent for self employed policy number: Valid to / /
 Public liability policy number: Valid to / /
 Other type:
 Policy number: Valid to / /

Name of Offerer or authorised person(s):
Signature(s): **Date:** / /

Conditions of Offer for Supply of Goods

- A1** An offer is made on the basis that the Offerer has full knowledge of all matters relating to the Contract.
- A2** The Principal is not bound by any oral advice or information given in respect of the offer but is bound only by written advice or information.
- A3** The Principal is not bound to accept the lowest or any offer, but may accept an offer which appears to be best "value for money", or not accept any offer. Offers lodged at an incorrect tender box, by e-mail or after the closing time may not be considered.
- A4** Offerers agree to comply with the requirements of the **Conditions of working with QBuild – Suppliers of Goods**.

Conditions of Contract

1 Definitions

"Principal's Representative" means the QBuild officer appointed from time to time to represent the Principal in this Contract.

"Supplier" means the individuals, partners trading in a partnership or company whose offer for the supply of Goods has been accepted by the Principal.

2 Condition of Goods

All Goods shall be new and shall comply with the Contract. If no standards are specified, the Goods must comply with Australian standards applicable to the Goods. The Principal shall not be required to accept, or pay for or be in any way liable for any Goods that do not comply with the Contract and shall be entitled to cancel any order and return any Goods which do not comply at no cost to the Principal.

3 Inspection and tests

The Principal's Representative shall be entitled to inspect and test all Goods supplied. Where Goods fail such inspection or tests, the Principal's Representative shall be entitled to reject the Goods and the Supplier shall be liable to remove the rejected Goods at its expense within 14 days of notification of the rejection, failing which the Principal's Representative shall be entitled to return the rejected Goods at the Supplier's expense.

4 Warranty

The Supplier shall provide a warranty from the manufacturer that the Goods shall achieve the performance requirements and characteristics as specified and operate satisfactorily and that the Goods are free of defects and that the Goods shall be repaired or replaced at no cost to the Principal for the period stated in the specifications and if no period is stated, for a period of 12 months from delivery or collection (whichever is applicable). The Supplier shall ensure the warranties are in the name of the Principal and shall provide the warranties at the time of delivery or collection of the Goods. The Supplier shall comply with all warranty conditions.

5 Delivery

If the Supplier is required to deliver the Goods to a QBuild depot or worksite, delivery shall be made between the hours of 7 am and 4 pm on business days unless otherwise authorised by the Principal's Representative. Where Goods are delivered by the Supplier, it must hold a current public liability insurance policy to a minimum of five million dollars (\$5,000,000) and a current WorkCover policy for employees or equivalent insurance policy if self employed. Where Goods are delivered to a QBuild depot or worksite, the Supplier shall ensure the delivery documentation identifies the delivery instructions, contents, order number, Supplier and the site.

Where Goods include hazardous substances, the delivery documentation must include a material safety data sheet in accordance with the Workplace Health and Safety Act 1995. The Supplier shall ensure the Principal's Representative at site signs the delivery docket to confirm receipt of goods. The Supplier shall provide the delivery docket, operating manuals, warranties and relevant documentation to the Principal's Representative.

6 Price

The price shall be inclusive of supply, insurance, packaging and where applicable, delivery to the site specified on the offer form.

7 Invoicing

The Supplier shall provide invoices to the Principal within seven (7) days of delivery or collection of the Goods (whichever is applicable). The Principal will not accept an invoice for payment unless it is a valid tax invoice, complies with these Conditions of Contract and the requirements of GST legislation. The invoice must state the correct ABN, the order number, description of goods, volume, unit cost, and any other information reasonably required by the Principal.

8 Payment

Payment will be made by means of electronic transfer to the Supplier's nominated bank account 22 business days after delivery or collection of the Goods (whichever is applicable) and receipt of a valid tax invoice.

9 Responsibility in transit

If the Supplier is required to deliver the Goods to site, the Supplier shall be responsible for the Goods until delivery to the site and receipt by the Principal's Representative. The Principal's Representative shall notify the Supplier within seven (7) days of receipt of any damaged Goods which shall be replaced at the Supplier's expense.

10 Cancellation

The Principal shall be entitled to cancel the Contract at any time by written notice to the Supplier. The Principal shall be liable for costs reasonably incurred by the Supplier up to the date of cancellation, together with any costs and expenses reasonably incurred by reason of the cancellation, but shall not be liable for payment to the Supplier for any other compensation, including for loss of profits or any other reason as a result of cancellation, nor shall the Principal be liable for payment to the Supplier for any amount greater than the amount that the Principal would have paid to the Supplier had the Contract been completely performed.

11 Dispute Resolution

If the Supplier has a complaint or dispute relating to the supply of Goods under the Contract, the Supplier shall use the dispute resolution process set out in the **Conditions of working with QBuild – Suppliers of Goods**. In the event that the dispute is not resolved, either party may initiate mediation, conciliation or independent expert determination before undertaking litigation.

12 GST and PAYG**(a) GST Included in Price**

Payments for any taxable supplies under the Contract include GST.

(b) Tax Invoices

The Contractor must issue to the Principal a tax invoice or adjustment note (as the case may require) within five (5) business days after each of the following occurring in relation to that taxable supply:

- (i) the Contractor submitting a claim for payment that is not in the form of a valid tax invoice;
- (ii) the Superintendent certifying an amount for payment different to the amount claimed;
- (iii) the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified.

(c) PAYG Withholding

Whenever the Principal reasonably considers itself bound by law to do so, the Principal shall be entitled to withhold from any payment otherwise due to the Contractor, amounts calculated and to be withheld in accordance with the law.

"QBuild encourages the use of local industry and locally manufactured, sustainable products"